the question of whether or not equity will, by injunction, restrain the breach of a contract which it will not enforce, the text taking the position that it will not. No discussion of underlying principles of the question is attempted. Of course if the contract be one with a negative term and the injunction sought is really a specific enforcement (see Langdell, supra) the two remedies are interdependent, or rather, one is the other; but this would not seem to be true in that large class of cases where equity refuses to decree the doing of an act. 6 COLUMBIA LAW REVIEW 362; *Singer Co.* v. *Union Co.* (1873) Fed. Cas. No. 12, 904 (cited and quoted by the author); *Standard Fashion Co.* v. *Publishing Co.* (1898) 157 N. Y. 60 (cited by the author); *Beck* v. *Light & Power Co.* (Ind. 1905) 76 N. E. 312.

Further, there is no adequate consideration (see note 16, § 275) of the principle of *King* v. *Dickeson* (1889) L. R. 40 Ch. D. 596, concerning the right of a grantee of land under building restrictions, to enforce those restrictions against his grantee when he has taken no covenant from such grantee (see the remarks of Lindley, L. J. on this point in *Mander* v. *Falcke* (1891) 2 Ch. D. 554, 556).

As to the application of the principle of restrictive covenants as to use of personal property, the author might have added to the case of *New York Bank Note Co.* v. *Hamilton Bank Note Co.* (1895) 83 Hun 393 (cited in note 40, § 284), the interesting case of *Murphy* v. *Christian Press Assoc. Pub. Co.* (1899) 38 App. Div. 426.

The reviewer regrets to conclude that the two volumes do not on their merits measure up to the test, and that while the author has put into the books much that is valuable, he might well have condensed the essential parts to annotations of the parent text, instead of adding his two tomes to the constantly increasing flood of commonplace legal literature.

INTERNATIONAL LAW AND DIPLOMACY OF THE RUSSO-JAPANESE WAR. By AMOS S. HERSHEY. New York: The Macmillan Company. 1906. pp. xii, 394.

Another very interesting book has here been added to the rapidly growing literature on the subject of this momentous struggle, furnishing fresh evidence of the importance of the international questions raised during the progress of the war. For surely no war in recent years has given rise to so many and such important questions in the field of International Law as has this war in the Far East. This was due in large measure to the character of the war and its location, fought as it was for the control of Manchuria and Korea and upon territory that was the property of neither belligerent, but which both desired to control. There is thus presented the anomalous condition of the territory of neutrals being made the battle ground of the belligerents. It was largely in view of this anomalous condition that Secretary Hay sent his famous note to the powers suggesting the limitation of the field of hostilities, and as a result of this condition that there arose many of the complaints of both contestants that neutral rights were being violated and neutral duties being left unfulfilled.

A majority of the problems which presented themselves arose in the field of neutrality, the most unsettled portion of International Law; among them may be mentioned the duty of neutrals respecting the treatment of vessels of the belligerents that may enter their ports; how long they shall be permitted to stay, how many supplies, particularly of coal, they may take on board, how extensive the repairs that may be made without rendering the neutral liable to the charge of being remiss in its duties to the other belligerent. The twenty-four hour rule, as the limit for length of stay, except in an unusual case, found very general acceptance and the action of France in permitting such extensive use of her ports to the Russian Baltic fleet and thus making possible its journey to the East, Professor Hershey finds quite inconsistent with the best international practice.

The number of vessels of one of the belligerents which were interned by neutrals during the course of the war, the author thinks may fairly be regarded as establishing an authoritative practice, thus setting a new standard of neutral duty; the treatment provided by the Conference at The Hague for soldiers seeking refuge on neutral territory has thus been followed in practice regarding vessels, but it is to be hoped that the coming conference at The Hague may see fit to establish definite rules concerning this point as well as respecting numerous others.

Other questions of great importance raised were those regarding contraband, the sinking of neutral vessels, the placing of mines, whether fixed or floating, under such circumstances as may prove a danger to neutral commerce, and the use of wireless telegraphy.

Russia's attitude toward contraband was distinctly at variance with the recognized principles of International Law and in the face of the protests of the nations she was forced to modify her position. Generally Professor Hershey finds that Russia was the greater offender against the Law of Nations, though Japan does not come out entirely free from blame.

Practically all of the new questions that arose and the incidents connected with them are treated with fullness, and the discussions of the diplomacy connected with the causes of the war and its conclusion add greatly to the interest of the book and place it outside the category of works intended solely for the specialist in International Law.

THE PRINCIPLES OF THE LAW OF CONTRACTS. By JOHN D. LAWSON. Second Edition. St. Louis: The F. W. Thomas Law Book Co. 1905. pp. xxvi, 688.

It is easier to be sharp than to be fair. It is with this in mind, and constantly kept in mind, that a book review should be written, and it is in that attitude, and with a determination to choose the harder course and be entirely fair, that the present review is written.

Nothing of importance is added to the store of knowledge or thought on the subject of contracts by this book. The first edition of the work was not distinguished by any large degree of originality, and this second edition is not an improvement on the first in that respect. There is nothing of advantage in the mere multiplication of law books. If only